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February 27, 2025

VIA EMAIL AND U.S. MAIL

F.R.E. 408 Settlement Communication

Mr. Daniel Horwitz
4016 Westlawn Drive
Nashville, TN 37209

Re: Controversy Between Jill Webb-Hill, a/k/a Minton Sparks, and Erie Chapman and Dane Dakota Productions, LLC

Mr. Horwitz:

I write in response to your letter dated February 20, 2025 ("Your Letter"). At the outset—and before addressing any specific points—my client categorically denies ever signing the purported "Broad Form Releases" that you enclosed, and she believes these alleged releases you received from Mr. Chapman to be forgeries. She takes these allegations extremely seriously and reserves all rights to challenge any such documents as false or invalid.

Moreover, the tone of Your Letter, along with your client's threats and accusations over the years, has caused my client to feel deeply alarmed and unsafe; she desires an immediate and comprehensive resolution. The following response and counter-offer are being made for settlement purposes only, pursuant to T.R.E./F.R.E. 408. No statement herein constitutes an admission of liability, wrongdoing, or the validity of any claims made against my client.

1. DMCA Takedown Appeals

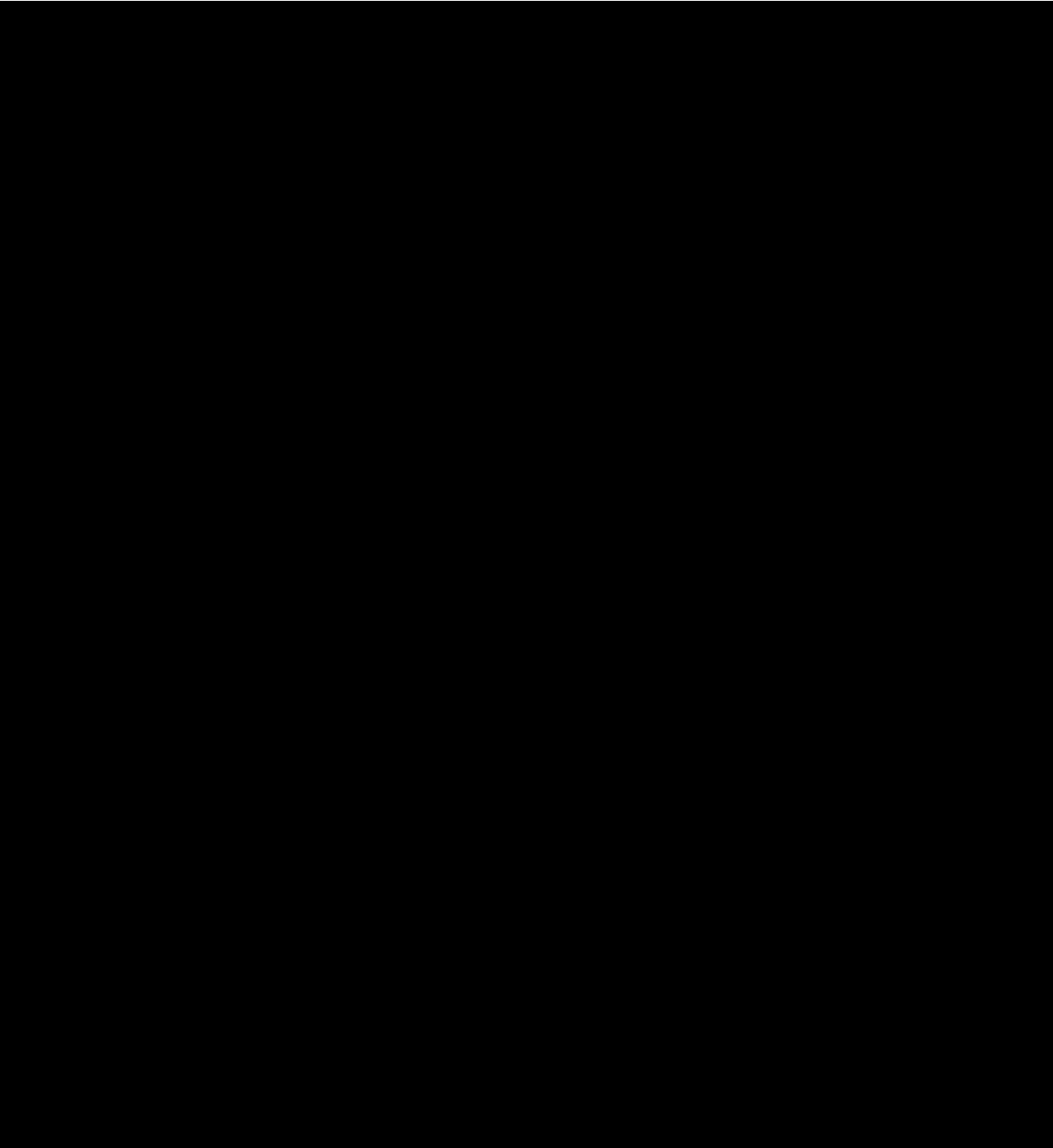
Your client has appealed my client's DMCA takedown notice as of February 17, which puts us on a very tight timeline to prevent the identified materials from reappearing online. Should the appeal from this notice not be withdrawn promptly, I will have no choice but to take next steps in order to stop further harm to my client. This is avoidable, and we assume your client would also prefer to resolve this matter out of court. Although I understand that it is an extremely short timeframe from this letter, because of the deadlines running from the date of the DMCA appeal, I can only give you until close of business on Monday, March

3, to demonstrate that you have withdrawn the appeal such that the materials will not be reinstated.

2. Factual and Legal Support

- **The “broad form releases” are forged, otherwise invalid, unenforceable, and in any event irrelevant.** My client denies having signed any purported “Broad Form Releases” that grant Mr. Chapman or any of his aliases (including “Dane Dakota” or “Dane Dakota Productions”) sweeping rights to her images, likeness, or name. We believe the documents you received from Mr. Chapman are false, forged, or otherwise invalid. Even if they were genuine, such releases would not, by their own terms, authorize use of her professional stage name in connection with nude or intimate images. Nor would they authorize distributions of nude images where my client has not provided “affirmative, conscious, and voluntary authorization” for the specific disclosure, 15 U.S.C. § 6851(a)(2), or distributions that constitute intentional torts such as intentional infliction of emotional distress: “a party may not, for public policy reasons, exempt itself from liability for gross negligence, reckless conduct, or **intentional wrongdoing**.” *Copeland v. Healthsouth/Methodist Rehab. Hosp., LP*, 565 S.W.3d 260, 270 (Tenn. 2018) (citing Restatement (Second) of Contracts § 195 (1981)) (emphasis added).
- **Distinction Between Public Artwork vs. Intimate Materials.** During the parties’ collaborative period, my client understood that certain photographs or images, including some involving nudity, were intended for artistic display—but she always insisted on the condition that she remain unrecognizable (no identifiable facial features, and no use of her legal or stage name, in connection with nude images)—and Mr. Chapman consistently agreed to this condition. Any intimate, private photographs or communications created or exchanged privately during the romantic relationship were explicitly private and never intended for public display or distribution. The following examples make this line of demarcation clear:
 - **Permissible:**
 - “*Women as Beauty 2010*” *Poetry/Photography Book*. This book featured artistic nude photos in which any subjects, including my client, were unidentifiable. “Minton Sparks” was never credited or referenced in that project.
 - *Dane Dakota Art Website (as it existed circa 2010)*. Around the same time, Mr. Chapman posted numerous nude photos on his art website, again without any identifying information such as facial features linking them to my client, and without using “Minton Sparks.”

- *“Alex Dreaming” (Original Version).* The original version contained no nude or partially nude images of my client and made no reference to “Minton Sparks.” She does not object to its continued display or dissemination as originally created and authorized.
- *Art Shows.* Where my client’s images appeared, she was depicted only in unrecognizable form. The displayed artwork never used “Minton Sparks” to identify her nude image.
- **Impermissible:**
 - *Re-Edited Versions of “Alex Dreaming.”* My client has seen versions posted on the Internet by Mr. Chapman containing identifiable nude or partially nude images of her that were not part of the original film. These modifications were made without her knowledge or consent, violate her privacy, and must be permanently removed from circulation.
 - *Follower-Only Instagram Account.* Mr. Chapman has maintained an Instagram account where he has posted multiple, identifiable, nude images of my client for his followers to see, despite having been directed not to do this by my client. These images are from the time of their romantic relationship and were never intended for public display.
 - *Use of Stage Name on IMDB.* Mr. Chapman has associated my client’s real name and stage name with audiovisual works other than the original, authorized version of Alex Dreaming on IMDB, some of which contain unauthorized intimate or nude images or videos.



Sincerely,

/s/Chanelle Acheson

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